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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT TO  
OIL AND GAS LEASE**

**STATE OF TEXAS**

§

**COUNTY OF TARRANT**

§

§

**WHEREAS**, an Oil and Gas Lease dated June 1, 2006, was granted by Martin Sprocket & Gear, Inc. ("Lessor"), to FSOC Gas Co., Ltd., as evidenced by Memorandum of Oil and Gas Lease and Financing Statement (the "Memorandum"), being recorded at Document No. D207003392, Official Public Records, Tarrant County, Texas (the "Lease").

**WHEREAS**, the Lease is now owned by Chesapeake Exploration, L.L.C. ("Lessee"); and

**WHEREAS**, it is the mutual desire of Lessor and Lessee to amend the Lease as more specifically provided for herein:

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease is amended as follows:

1. The following provision is hereby inserted at the conclusion of Paragraph 1 of the Lease and at the conclusion of the description of the leased premises in the Memorandum to more particularly describe the lands covered thereby:

In addition to the herein described land, this Lease and the term "leased premises" also covers accretions and any small strips or parcels of land, or any vacancies or excess acreage, including streets, roadways and strips and gores, now or hereafter owned by Lessor which are contiguous or adjacent to the herein-described land, and, for the above-described consideration, Lessee agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres herein-specified shall be deemed correct, whether actually more or less.

1/2  
Lessor ←

2. The term "Retained Tract" as used in Paragraphs 7 and 13 of the Lease is hereby amended to be the 150.643-acre pooled unit for the Martin Sprocket #1H Unit as identified by the plat attached hereto as Exhibit "A."

**EXCEPT** as amended hereby, the Lease shall remain in full force and effect according to its original terms, and Lessor acknowledges the Lease, as amended hereby, to be valid, subsisting and in full force and effect.

This Amendment to Oil and Gas Lease may be executed in multiple counterparts, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute one and the same instrument

Executed this 21st day of May, 2008.

**LESSOR:**

MARTIN SPROCKET & GEAR, INC.

By: *Gary C. Martin*  
Gary C. Martin, Vice Chairman

Chesapeake Exploration, LLC  
as Successor in interest to  
Chesapeake Exploration Limited  
Partnership  
An Oklahoma Limited Liability Company

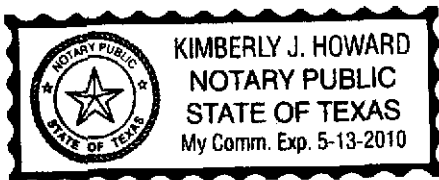
By: *[Signature]* *TRP*

Henry J. Hood, Sr. Vice President-Land and Legal &  
General Counsel

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 21st day of May, 2008, by GARY C. MARTIN, Vice Chairman of Martin Sprocket & Gear, Inc., on behalf of said corporation in such capacity.



Notary Public Signature: *Kimberly J. Howard*  
Printed Name of Notary: Kimberly J. Howard

(Seal) Commission Expires \_\_\_\_\_

OKLAHOMA  
STATE OF TEXAS §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 29 day of May, 2008 by HENRY HOOD VICE-PRESIDENT of Chesapeake Exploration, L.L.C., on behalf of said limited liability company in such capacity.



Notary Public Signature: [Signature]

Printed Name of Notary: SARAH PRUITT

(Seal) Commission Expires \_\_\_\_\_

\\Server\Docs\Chesapeake\White Area Prospect\LeaseAmendment\MartinSprocket.doc

LINE	BEARING	LENGTH
L1	N00°00'36"W	255.26
L2	N89°40'41"W	359.56
L3	S00°00'24"W	224.39
L4	S89°59'50"W	317.71
L5	N00°00'19"W	377.40
L6	N89°48'10"W	231.92
L7	N00°00'47"E	100.07
L8	N89°47'13"W	231.65
L9	N00°00'18"W	101.75
L10	N48°25'47"W	159.95
L11	S41°34'13"E	348.24
L12	N00°01'28"E	314.81
L13	S89°49'48"E	131.00
L14	N00°10'14"E	30.00
L15	S89°49'48"E	82.32
L16	N00°17'00"E	48.90
L17	S00°10'00"E	55.61
L18	S89°50'00"W	323.39

**HERBERT S. BEASLEY**

REGISTERED PROFESSIONAL SURVEYORS

**LAND SURVEYORS L.P.**

• LAND • TOPOGRAPHIC  
• CONSTRUCTION SURVEYING

P. O. BOX 8873  
FORT WORTH, TEXAS 76124

METRO 817-428-0184  
FAX 817-448-5488

M. Arocha Survey  
A-2

J. Asbury Survey  
A-50

**Martin Sprocket Acres**

1. Bell Walnut Community - 1.842 ac.
2. Donald Currie - 0.808 ac.
3. Nellie Wilson - 0.842 ac.
4. T. Steven McLoughlin - 1.052 ac.
5. Sutherland Investments LLC - 4.132 ac.
6. Lodge Properties II LP - 0.800 ac.
7. Jimmy T. Evans - 1.049 ac.
8. Martin Sprocket & Gear Inc. - 33.170 ac.
9. Szatmari Family Limited Partnership - 8.693 ac.
10. SPS Family Partnership - 12.136 ac.
11. Coral Stone Community - 0.414 ac.
12. E & J Wilson Limited Partnership - 1.968 ac.
13. Bluebonnet Hills Community - 76.450 ac.
14. Ingram Community - 1.415 ac.
15. Byers & McCart Community - 8.847 ac.

Total Acres - 153.216 ac.

T.B. Taylor Survey  
A-1539

L. Oldham Survey  
A-1199

E. Sutherland Survey  
A-1438



Prepared 19 May 2008

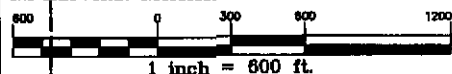
Thomas B. McCanne Survey  
A-1033

Chesapeake Operating, Inc.  
Thornton

Chesapeake Operating, Inc.  
Animal

Point of Beginning

Basis of bearings: NAD27 Texas North Central Zone.  
Grid Scale Factor: 0.9998838328



**Exhibit B**

**CHESAPEAKE OPERATING, INC.**  
**153.216 Acre Martin-Sprocket**

CHK-Martin-Sprocket UNIT.dwg



CHESAPEAKE ENERGY CORP  
P O BOX 18496  
SARAH PRUITT  
OKLAHOMA CITY OK 73154  
Submitter: TERRY HARRIS

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 05/30/2008 10:44 AM  
Instrument #: D208201644  
OPR 5 PGS \$28.00

By: \_\_\_\_\_



**D208201644**

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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